



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids**



IFB Number:..... 12-0643

Title:..... Requirements Contract for Audio Visual Equipment for Chesterfield and Hanover Public Schools

Issue Date: November 5, 2012

Sealed Bids Due and Opening:..... November 29, 2012, 2:00 P.M.

Bid Opening Location:..... Chesterfield County Purchasing Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Kristina Jones, Senior Contract Officer, at (804) 748-1462, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

All prices shall be F.O.B. Destination: Various Chesterfield and Hanover School Sites. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
 - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498 of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100 et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367 et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

This page must be returned with the Bid Form.

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I. PURPOSE

The purpose of this Invitation for Bid is to establish a requirements contract for Audio Visual Equipment for the Chesterfield County Public School System and Hanover County Public School System. This contract will primarily be used by Chesterfield County Public School System and Hanover County Public School System (County); however the right is reserved to extend this contract to any County (Chesterfield and/or Hanover) department. The resulting contract shall have firm pricing under which Chesterfield and Hanover may place orders as needed.

II. BACKGROUND

The combined annual expenditure for these products is estimated to be \$275, 000.00. This is provided for information only, and is no guarantee of purchases to be made under the resultant contract.

III. SCOPE OF WORK/SPECIFICATIONS

1. Contractor shall have no minimum quantity order requirements.
2. Delivery Instructions:
 - a. Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.
 - b. The contractor agrees to make deliveries to various locations after receipt of either verbal or written purchase order by an authorized representative of the locality.
 - c. Deliveries shall be in quantities specified at the time of order and shall include inside delivery.
 - d. Locations:

Chesterfield County Public Schools:

Up to 65 schools, School Board Operations & Facilities, and various County government agency locations within Chesterfield County.

Hanover County Public Schools:

Up to 25 schools and Central Administration office, and various County government agency locations within Hanover County.

3. The Contractor shall only provide Energy Star or similarly qualified equipment to Chesterfield County, Chesterfield and Hanover County Public Schools in any audio visual category where these energy efficient products are available.

4. Warranty and Maintenance:

- a. The Contactor shall include a minimum of a one (1) year warranty from the date of final payment on all equipment or in accordance with the standard manufacturer warranty, or as stated within the pricing schedule, whichever is greater. The warranty shall cover all equipment, labor and wiring of a completed system.
- b. All products purchased under the contract shall minimally include the Original Equipment Manufacturer (OEM) warranty that shall pass directly to the purchaser. Products that fail after acceptance and installation shall be covered under warranty. Products that are inoperative at installation shall either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the purchaser except in the event the purchaser fails to provide timely notice of product failure to the Contractor.
- c. The Contractor shall replace any equipment which fails within the first thirty (30) days of final payment with in-kind equipment.
- d. The Contractor shall provide loaner equipment, if needed, similar to the product, which requires repair under warranty at no charge to Chesterfield County or Chesterfield and Hanover County Public Schools.

5. Bid Instructions/Evaluations:

- a. Bidders may bid on all or some of the Core List items listed in the pricing schedule.
- b. The bidder shall provide a "single firm fixed" discount off of their price sheets from a currently published Manufacturer Suggested Retail Price (MSRP) and/or supporting Internet URL (where applicable) for Audio Visual products that are not included in the Core List. The discount shall be a true discount with no "Margin Floor". The firm discount for Audio Visual products not listed in the Core List shall remain firm for the entire contract, to include all renewals.
- c. Each bidder shall submit the most recent published MSRP price list(s) with their bids. Bidders are encouraged to provide price lists in electronic format (i.e., CD Rom, Flash Drive, etc.) or via URL.

6. Quotes on Non-Core Items:

- a. The County may ask for quotes for specific items by manufacturer on an on-going basis throughout the life of the contract. Quotes shall detail the manufacturer's suggested retail price (MSRP) list or reference to the electronic price list, delivery time in days, warranty information, return policy and the applied discount.
- b. Quote request will be in writing or by phone from the County designee directly to the contractor.
- c. Contractor shall respond to quote requests within three (3) business days of request.
- d. At the time the County requests a quote for a certain product, the Contactor shall

clearly and specifically identify the product by supplying detailed and descriptive literature.

7. Discontinued Items:

- a. Discontinued Core items shall be replaced with the suggested manufacturer direct replacement at the current contract pricing.

IV. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.
9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.

- B. Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

V. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in

order to conduct audits in compliance with this paragraph.

- E. **Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in

these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided in the section of the Bid Form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE THE BID FORM.**
- I. **Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. Employment Discrimination: (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

M. Environmental Management Procedures: The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County’s General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.

N. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed

through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.

- O. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
- Q. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. Illegal Aliens:** (*Code of Virginia 2.2-4311.1*) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. Mistakes in Bids**
 - 1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
 - 2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- V. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.

- W. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- X. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

- Y. Preferences:** In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the Code of Virginia and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable,

the tie shall be decided by lot.

- Z. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- AA. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County’s quality initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of “zero defects – zero rework”.
- BB. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- CC. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- DD. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

- EE. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- FF. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- GG. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.
- If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.
- HH. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- II. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

JJ. Withdrawal of Bids

1. Withdrawal: Construction (*Code of Virginia* 2.2-4330)

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

2. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid

sought to be withdrawn. Such notice shall be sent to the Purchasing Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

VI. SPECIAL TERMS AND CONDITIONS

- A. Acceptance of Goods/Services:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor and return goods to the Contractor at the Contractor's expense.
- B. Acceptance Period of Bids:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
- C. Acknowledgement of Order:** The Contractor shall acknowledge receipt of the purchase order(s) issued by the County, and upon availability, notify the Purchasing Department of the manufacturer's order acceptance date, factory assigned order number and production date.
- D. Contact with Students:** As required by Section 22.1-296.1 of the *Code of Virginia*, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.
- E. Condition of Items:** All materials used for the manufacture or construction of supplies, materials, or equipment covered by this solicitation shall be new. Unless otherwise provided in the solicitation, products bid must be new, the latest model, the best quality, and the highest grade workmanship.

F. Contract Term/Contract Renewal/Contract Extension

1. Contract Term

The initial term of this contract shall be effective from January 1, 2013 through December 31, 2013.

2. Contract Renewal

This contract may be renewed by the County for two (2) successive one (1) year

periods under the terms and conditions of the original contract except as stated in subsections a and b below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Furniture and Household Durables, Home Electronic Equipment #WPU125 category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/ppi>.
- b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Furniture and Household Durables, Home Electronic Equipment #WPU125 category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/ppi>.

3. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- G. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- H. **Defective Products/Parts:** The Contractor shall be responsible for the pick-up/return of any defective products/parts. The defective item shall be replaced with the same item, at no charge to the County, and shall ship immediately upon notification and not wait for the defective product/part pick-up/return. All costs associated with pick-up/return and delivery of replacement products/parts shall be the responsibility of the Contractor.
- I. **Descriptions:** The descriptions of items in the specifications are equally as important as the manufacturer's model/product numbers. If the bidder finds any inconsistency

between the manufacturer's model/product numbers and the description, the bidder shall notify the Chesterfield County Purchasing Department prior to the submission of the bid.

- J. **Demonstrations:** By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The County reserves the right to require bidders to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award. It is anticipated that a demonstration would be required within seven (7) calendar days of the bid opening date. Such demonstration is intended to show that a bidder's product(s) will perform in a satisfactory manner and that the product(s) will meet or exceed the performance specifications contained in the solicitation. Failure by a bidder to comply with a request for demonstration may result in rejection of the bid.
- K. **Discrepancies:** The Contractor shall immediately report to the County, in writing, any discrepancies found between the contract documents and site conditions or any alleged inconsistencies or ambiguities in the contract documents. The County will promptly address such alleged inconsistencies or ambiguities in writing. Work done by the Contractor after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- L. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County and Chesterfield County Public Schools from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County and Chesterfield County Public Schools, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability 1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability \$1,000,000 Combined Single Limit per occurrence

3. Workers' Compensation Virginia Statutory limits
4. Employers' Liability \$100,000 each accident

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names Chesterfield County and Chesterfield County Public Schools as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:
Chesterfield County
c/o Purchasing Department
P.O. Box 51, Chesterfield, VA 23832-0001
IFB/RFP No 12-0643

- M. Licenses, Permits, and Fees:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
- N. Manufacturer Direct Replacement and/or Discontinued Equipment/Parts:** During the contract, Chesterfield County shall be notified promptly of any manufacturer's discontinued or direct replacement equipment/parts. The Contractor shall be responsible for equipment/parts replacement suggestions to the County when equipment/parts have been discontinued by the manufacturer. Replacement equipment/parts for discontinued equipment/parts shall be furnished at the contract price, and Chesterfield County will be the sole authority to accept or reject suggested replacement equipment/parts.
- O. Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.
- P. Operations/Maintenance Manuals:** The Contractor shall provide one (1) copy of operations/maintenance manuals for each piece of equipment with wiring diagrams, parts list, and a copy of all warranties.

- Q. Price List/Catalog Distribution:** Contractors shall be responsible for distributing price list(s) and applicable catalogs, and updates or additions thereto to all County/School locations, as requested. The price list(s) and/or applicable catalogs can be delivered as a hardcopy, electronic format and/or static URL's. If a URL address is utilized, this information may be supplied to the Contract Officer for distribution. The price list(s), Internet URL site and/or catalog(s) must be appropriately labeled with the discount to be applied, length of time that the catalog and price list(s) is in force, contract conditions, i.e. restocking fees, and/or inside delivery requirements, and any other pertinent data. Any cost associated with this requirement shall be the responsibility of the Contractor.
- R. Pricing:** Prices shall be stated in units of quantity as specified in the Pricing Schedule. In case of a discrepancy in extension of prices in the bid, the unit price shall govern.
- S. Pricing:** Pricing for the initial contract term and for renewal terms for Non-Core items shall be based on the Minimum Percentage Discount from the Manufacturer's Suggested Retail Price (MSRP) List on file with the Chesterfield County Purchasing Department. Although the price list in effect may vary during a contract term, the minimum percentage discount shall remain firm for the initial term of the contract, as well as each renewal term. The minimum discount when applied to prices listed on the price lists shall include delivery f.o.b. destination, freight, and inside delivery as the responsibility of the Contractor. The discounted prices shall include all charges that may be incurred in fulfilling the requirements of the contract.

It is the Contractor's responsibility to provide the Purchasing Department and departments/schools with the up-to-date price lists against which discounts are to be applied; this may include approximately 3 price lists per manufacturer.

- T. Responsibility of Bidder:** The bidder should carefully and thoroughly examine the job site and conditions, the quality of materials and workmanship required for the work, and review the entire Invitation for Bid document before submitting a bid. Claims, as a result of failure to inspect the job site and all Invitation for Bid documents, will not be considered by the County.
- U. Return Policy:** Bidders shall provide a copy of their return policy with the bid.
- V. Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

- W. Samples (after bid submission):** The County reserves the right to request two (2) sample(s) of each item for evaluation purposes. Upon request, sample(s) shall be furnished within forty-eight (48) hours after notification. Samples should be properly labeled with the bidder's name and Item No. If a bidder requires that a sample be returned by the County after the evaluation, all costs associated with the return of the

item shall be the responsibility of the bidder. Bidders will be notified that the samples are no longer needed and are ready for pickup. Samples not picked up after 30 calendar days will become property of Chesterfield County.

- X. Special Educational or Promotional Discounts:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- Y. Usage Reports:** Upon request, the Contractor shall provide the Chesterfield County Purchasing Department with a summary of all sales by delivery site, to include quantity and description of items.

BID FORM**A. BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder(s) based on an individual item basis or the Grand Total Bid. The County may award to a single or to multiple contractors.

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
1	40 ea.	32" LED HDTV: Shall include a minimum of five inputs (one each component, composite, HDMI, RF/coax, and PC). Unit shall include LED backlight display, internal speakers, one audio output, remote control, UL listed, Energy Star Qualified, built in ATSC tuner, and minimum 1080P resolution. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
2	40 ea.	42" LCD HDTV: Shall include a minimum of five inputs (one each component, composite, HDMI, RF/coax, and PC). Unit shall include LCD display, internal speakers, one audio output, remote control, UL listed, Energy Star Qualified, built in HDTV tuner, and minimum 1080P resolution. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
3	40 ea.	46" HDTV: Shall include a minimum of five inputs (one each component, composite, HDMI, RF/coax, and PC). Unit shall include LCD display, internal speakers, one audio output, remote control, UL listed, Energy Star Qualified, built in HDTV tuner, and minimum 1080P resolution. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
4	80 ea.	<u>CASSETTE RECORDER/PLAYER:</u> shall have built-in microphone, automatic shut-off, que-review controls, tape counter, ALC control, 7 headphone jacks, record level indicator, 5" or larger speaker, A.C. or battery operation and a minimum of 10-watt amplifier for increased amplification. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
5	65 ea.	<u>CASSETTE/CD LISTENING CENTERS:</u> Cassette/Dual CD/AM/FM system shall include skip resistant CD deck with variable speed CD control, L & R Balance control, at least a 14-watt RMS amplifier with 5" or larger built-in speakers, full stereo speaker outputs, 20-selection programmable CD memory, a built-in microphone and a 5-position student Headset listening center. Unit shall incorporate a built-in microphone plus a 3.5mm jack for external microphone connection and a line input/output for connecting with computers and other equipment. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
6	65 ea.	<u>CASSETTE/CD PLAYER/RECORDER, BOOMBOX:</u> Unit shall be lightweight and play both audio cassette tapes as well as standard audio stereo CDs. Unit shall have CD-R/RW playback compatibility. Unit shall permit for easy CD-to-Cassette copying. Unit shall have auto-level for recording and auto-stop. Unit shall be portable with at least 4" speakers and have a stereo AM/FM tuner for off-air broadcasts. Cassette player shall have auto-reverse. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
7	65 ea.	CASSETTE/CD PLAYER/RECORDER, SMARTPHONE/IPHONE/IPOD COMPATIBLE, BOOMBOX: Unit shall be lightweight and play both audio cassette tapes as well as standard audio stereo CDs. Unit shall have CD-R/RW playback compatibility. Unit shall have auto-level for recording and auto-stop. Unit shall be portable with at least 4" speakers and have a stereo AM/FM tuner for off-air broadcasts. Unit shall have a minimum of 1 year parts/labor warranty.			
Brand/Model:					
Warranty – Parts/Labor:					
8	67 ea.	DIGITAL COLOR CAMERA, 10.0MP: Digital camera which shall include a 10.0 Megapixel resolution. The camera shall include a minimum 2.5" LCD monitor for preview and playback, auto-focus, at least 3X optical/2X digital/ 6X total zoom lens, USB cable & AC battery charger. Shall capture Sound and motion using video-clip feature using SD memory card for media storage. Unit shall include a 1GB, SD memory card and include a NiMH rechargeable battery system, all necessary software and cables to be functional and carrying case. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
9	35 ea.	DIGITAL COLOR CAMERA, 16MP: Digital camera with 16 Megapixel resolution, with 5x optical/4x digital a 3-inch Color LCD viewing screen. Camera shall utilize SD and SDHC media for photo storage. The camera shall include detailed exposure settings, auto white balance with 5 selectable presets plus photo control settings. Unit shall have Lithium-ion rechargeable battery system. Unit shall include a 8GB memory Stick Duo media card and carrying case. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
10	35 ea.	Handheld Camcorder: Digital handheld camcorder with 1.5" LCD screen, 3x digital zoom, and 60fps with final output in JPEG or MPEG format. Unit shall be able to utilize SD memory card for recording and have HDMI, flip out USB arm for easy computer connection. The unit shall have at least 8GB of internal memory. The unit shall have a built in microphone and rechargeable battery. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
11	35 ea.	Digital Camcorder: Digital camcorder with 1080p image, 25x optical/300x digital/ 25x Zoom lens, a 2.7-inch Color LCD viewing screen. Camera shall utilize SD and SDHC recording media for storage. The camera shall include detailed exposure settings, auto white balance with 5 selectable presets plus control settings, image stabilizer, and wide screen video capture, built in microphone, and have USB compatibility. Unit shall have Lithium-ion rechargeable battery system. Unit shall include available connections for HI-Speed USB, HDMI output, and remote control. Unit shall include a 8GB SDHC memory card and carrying case. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
12	16 ea.	DOCUMENT CAMERA, FOLD-UP: Shall include 1/3" COLOR ccd IMAGE – 410,000 PIXELS. Unit shall have a 14.3" x 10.7" to 7.0" x 5.3" shooting area, an adjustable arm for image sizing, have at least 470 lines resolution, fold to notebook size for easy storage and plug and play with RCA and S-Video connections to monitor, LCD/DLP Projectors. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
13	14 ea.	DOCUMENT CAMERA, PORTABLE: Shall include 1/2" color CMOS image sensor with 3 Megapixels, a 2x optical and shall capture video at 24 frames per second. Unit shall be designed to display any document, 3D object, microscopic image, transparencies or negative/xray film with the ability to clearly display 6pt. Text. Unit shall have ability to transfer images to a PC via USB, mirror, negative to positive, rotation and freeze functions all controlled by the unit panel or remote control. Unit shall be capable of plug and play via RCA and S-Video connections to monitor. Unit shall have a minimum of 5 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
14	14 ea.	<u>DOCUMENT CAMERA, PORTABLE:</u> Shall include 1/2" color CMOS image sensor with 3.2 Megapixels, a 16x digital and shall capture video at 30 frames per second. Unit shall be designed to display any document, 3D object, microscopic image, transparencies or negative/xray film with the ability to clearly display 6pt. Text. Unit shall have ability to transfer images to a PC via USB, mirror, negative to positive, rotation and freeze functions all controlled by the unit panel or remote control. Unit shall be capable of plug and play via RCA and S-Video connections to monitor. Unit shall have a minimum of 5 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
15	100 ea	<u>VIDEO/DATA PROJECTOR.</u> Shall have native XGA resolution, compatible with WXGA resolution, have a color wheel with at least six separate colors, 2800 minimum lumens brightness, contrast ratio of 2500:1 or greater. Inputs shall include VGA, composite video, and analog audio. Output shall include VGA and analog audio. Speaker shall be at least 2 watts in power. Shall include digital keystone correction of at least 40 degrees in either direction; filter free operation, average bulb life of at least 3000 hours, one year bulb warranty. Shall have a three year warranty with express replacement on projector. Shall include VGA cable and remote control.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
16	10 ea.	<u>VIDEO/DATA PROJECTOR.</u> Shall have native XGA resolution, compatible with WXGA resolution, have a color wheel with at least six separate colors, 2800 minimum lumens brightness, contrast ratio of 2500:1 or greater. Inputs shall include VGA, HDMI, composite video, analog audio. Output shall include VGA and analog audio. Speaker shall be at least 10 watts in power. Shall include digital keystone correction of at least 40 degrees in either direction, filter free operation, average bulb life of at least 3000 hours, one year bulb warranty. Shall have a three year warranty with express replacement on projector. Shall include VGA cable, remote control, and dongle for wireless presentation control from projector remote. Shall have built in closed captioning.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
17	28 ea.	<u>DVD PLAYER/VIDEO CASSETTE PLAYER:</u> Unit shall be capable of playing a pre-recorded DVD as well as a video tape with progressive scan DVD output for high-density video images. Unit shall incorporate a 4-head stereo VHS Player/Recorder as well as a DVD Player in a combination deck. DVD shall play DVD, DVD+R/+RW, DVD-R/-RW, CD, SVCD, VCD, CD-R/RW and MP3 audio on CD-R and CD-RW discs. Unit shall display VHS tape status, have built-in DTS Decoder and DVD Audio/Video playback, have clock set with back-up and have front AV input terminals. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
18	20 ea.	<u>DVD VIDEO BURNER/RECORDER:</u> DVD recorder shall create an original DVD Video recording on DVD+R/RW and DVD-R/RW media, as well as 8.5GB DVD+R Double Layer discs conforming to DVD Video Standards. Unit shall play DVD-Video, DVD+R/RW, DVD-R/RW, DVD+R DL, Video CD, CD, CD-R, CD-RW and JPEG formats. Unit shall incorporate progressive Scanning for improved picture quality. Unit shall be capable of chase playback, simultaneous Record and Playback control for reviewing what was previously recorded. Unit shall have capability of recording from 1 – 8 hours on standard DVD+R/RW or DVD-R/RW Discs. Unit shall offer Front audio, video, S-Video and I-Link inputs. Instant replay/advance. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
19	900 ea.	<u>Headphones, Stereo/Mono with 1/8" & 1/4" Adapter:</u> 32 Ohms impedance, In-Line Volume Control, Automatic Stereo/Mono, and replaceable ear cushions. Unit shall be compatible with computer, iPod/MP3, iPad/Tablet, Phone/PDA, CD/Stereo, TV, and Tape Player. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
20	100. ea.	<u>Headphones, Stereo/Mono with 1/8" & 1/4" Adapter:</u> 32 Ohms impedance, Ear Cup Volume Control, Automatic Stereo/Mono, and Leatherette ear cushions that are replaceable. Unit shall be compatible with computer, iPod/MP3, iPad/Tablet, Phone/PDA, CD/Stereo, TV, and Tape Player. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
21	35 ea.	<u>Headphones, USB and built in Microphone; includes 1/8" & 1/4" Adapter:</u> 170 Ohms impedance, In-Line Volume Control, built in microphone, and foam ear cushion. Unit shall be compatible with Windows 7, Vista and XP, Plug and Play with Mac. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
22	35 ea.	<u>Headphones, USB and built in Microphone:</u> 170 Ohms impedance, 1/8" mini plug headphone and microphone connection, built in microphone, and soft leatherette style washable ear cushions. Unit shall be compatible with Windows 7, Vista and XP, Plug and Play with Mac. Unit shall have a minimum of 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
23	20 ea.	<u>EQUIPMENT CART, 29" OVERHEAD:</u> Shall have folding drop leaves on both sides of a projector well. Table size shall be approximately 39"W x 29"H x 20 1/4"D, with 3-outlet minimum electrical unit with 15ft. (min.) grounded A.C. cord, UL listed with circuit breaker and winder. Cart shall have a minimum of 10 year Parts/Labor warranty. Electrical strip shall have no less than a 1 year parts/labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					

Item No.	Est. Qty	Description	Unit Price	Extended Amount	Delivery Time (ARO) in Calendar Days
24	35 ea.	EQUIPMENT CART, 34" : 34" high welded metal construction with 5" rubber ball-bearing casters, 2 brakes, non-skid pad for top shelf and 3-outlet minimum AC receptacle with 15ft (min.) three wire AC cord, UL listed with circuit breaker. Cart shall have a minimum of 10 year Parts/Labor warranty. Electrical strip shall have no less than a 1 year parts/labor warranty. Top shelf approximately 18" x 24".	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
25	82 ea.	EQUIPMENT CART, 42" : 42" high welded metal construction with 5" rubber ball-bearing casters, 2 brakes, non-skid pad for top shelf and 3-outlet minimum AC receptacle with 15ft (min.) three wire AC cord, UL listed with circuit breaker. Cart shall have a minimum of 10 year Parts/Labor warranty. Electrical strip shall have no less than 1 year parts/labor warranty. Top shelf approximately 18" x 24" with pull out keyboard shelf.			
Brand/Model:					
Warranty – Parts/Labor:					
26	85 ea.	LCD TV Carts : Cart shall be capable of holding up a 46" flat panel TV through the use of an integrated mounting bracket, shall have four 4" swivel casters (2 locking), minimum 4-outlet surge protected electrical assembly with minimum ten foot cord, and a minimum of one storage shelf approximately 32" wide x 27" deep. Unit shall have a minimum ten year parts and labor warranty.	\$	\$	
Brand/Model:					
Warranty – Parts/Labor:					
Grand Total Bid			\$		

Non-Core MSRP Discount _____ %

C. DELIVERY SCHEDULE

Bidders are required to state the time of proposed delivery. Unless otherwise specified, bid the earliest delivery possible. Bidders must insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “as soon as possible”, etc., will not be given consideration. **THE FAILURE OF A BIDDER TO PROVIDE A DEFINITE DELIVERY TIME IN THE CORRESPONDING PRICING SCHEDULE WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.**

D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

F. BIDDER'S CHECKLIST

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

_____ Provide requested information on cover page: name, address, etc.

_____ Virginia State Corporation Commission (SCC) Registration Information

_____ Pricing Schedule

_____ Signed Bid (cover page)

_____ Insurance Certificate

_____ Addenda Acknowledgment

_____ MSRP Price List(s)

G. CONTRACTOR'S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

H. CONTRACTOR'S REPRESENTATIVE FOR QUOTE REQUEST

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

I. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: _____

J. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. _____

2. _____

3. _____

K. VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The bidder shall check one of the following. The bidder is:

- ☐ a corporation or other business entity with the following SCC identification number:
 _____ **-OR-**
- ☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- ☐ an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar

provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐